



The State of New Hampshire MAR 27 '19 PM 12:43 DAS  
**Department of Environmental Services**



**Robert S. Scott, Commissioner**

March 19, 2019

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Pennichuck Water Works, Inc. (VC #155870 B001) in the amount of \$20,000 to complete a project to protect a public drinking water system, effective upon Governor and Council approval through May 31, 2020. 100% Drinking Water State Revolving Fund Loan Management Fee Funds.

Funding is available as follows:

03-44-44-441018-4790-073-500580	<u>FY2019</u>
Dept. Environmental Services, DWSRF Loan Management, Grants- Non Federal	\$20,000

**EXPLANATION**

The Department of Environmental Services issued a request for proposals for 2019 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available loan management fee funding, the Department determined that it could offer grants to nine source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Pennichuck Water Works (PWW) will use New Hampshire Department of Environmental Services (NHDES) grant funds to advance the design of a stormwater best management practice (BMP) in the vicinity of the outlet from Stump Pond to Stump Pond Brook in Amherst, NH. This BMP will be designed to treat stormwater for the removal of sediment and nutrients, and provide protection to Pennichuck's water sources in the event of a spill. Stump Pond Brook has consistently been identified as having degraded water quality, and the design and installation of a stormwater BMP at this location was identified in a 2002 report.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the fee funds are no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

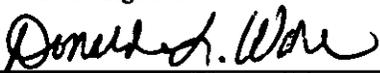
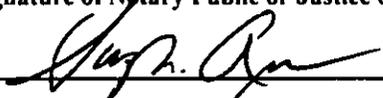
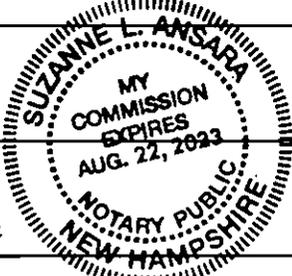
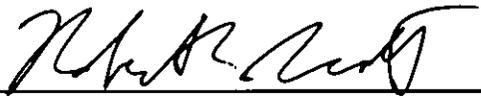
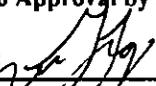
Subject: Pennichuck Water Works

**GRANT AGREEMENT**

The State of New Hampshire and the Grantee hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> Pennichuck Water Works, LLC.		<b>1.4 Grantee Address</b> 25 Manchester St. Merrimack, NH 03054	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> May 31, 2020	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$20,000
<b>1.9 Grant Officer for State Agency</b> Andrew Madison, NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 2950	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Donald L. Ware Chief Operating Officer	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>2/25/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Suzanne L. Ansara, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott NH Department of Environmental Services	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>3/25/19</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

#### 17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF WORK**

**Pennichuck Water Works:**

Pennichuck Water Works (PWW) will use New Hampshire Department of Environmental Services (NHDES) grant funds to advance a pre-conceptual design for a stormwater best management practice (BMP), located at Stump Pond in Amherst, to a 50 percent design level and to receive guidance and information on implementing the design. Grant funds will also be used to evaluate the feasibility of treating water released from Stump Pond via an existing structure consisting of a dam spillway and low-level outlet. Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

**Task 1. Assess the proposed stormwater BMP site and map relevant features.**

Perform a detailed site assessment of the area around the Stump Pond outlet control structure. This shall include the following:

1.1. Collecting localized topographic data to establish the limits of impervious surface contributing untreated storm water from Craftsman Lane to Stump Pond Brook.

1.2 Collecting spot elevations of features such as the Stump Pond dam spillway, the outlet structure, centerline and edges of Craftsman Lane, and of any stormwater features along Craftsman Lane.

1.3 Evaluating site constraints such as utilities, depth to groundwater, and rights of way.

All relevant project information collected as a part of this task shall be incorporated into a base map of the site and provided to NHDES for review and comment.

**Deliverables:** A site map displaying the above listed information.

**Task 2. Advance the Craftsman Lane stormwater BMP design.**

Prepare an engineering design plan for a stormwater BMP design for Craftsman Lane. This shall consist of a scale plan view detailing existing site conditions, and the proposed BMP design complete with the information gathered in Task 1. The design work will be approximately 50 percent of a complete engineering design to be used in constructing the practice. The level of permitting required, as well as a cost estimation shall be determined as a part of this task.

**Deliverables:** A design plan (50 percent) of the proposed BMP structure at Craftsman Lane along with a synopsis of the level of permitting anticipated to be required as well as a cost estimate.

**Task 3. Stump Pond Brook stormwater BMP assessment.**

Assess existing conditions (topography, available space, permitting requirements, feasible stormwater treatment designs) of Stump Pond Brook downstream of the dam on a PWW-owned parcel known as 11 Craftsman Lane (Map 2A, Lot 8) to determine the feasibility of treating water released from Stump Pond via the dam outlet structure. The findings from this assessment shall be reported in the final report

Grantee Initials BLW  
Date 3/12/19

identified in Task 4. Preliminary findings shall be shared with NHDES before the completion of the final report.

**Deliverables:** A detailed description of existing conditions, and feasible treatment designs for Stump Pond Brook at the 11 Craftsman Lane property.

**Task 4. Final Project Report.**

Present the results and findings of the above three tasks in a final project report. The report shall include the design plan for the Craftsman Lane stormwater BMP, along with cost estimates, anticipated permitting requirements, and recommendations for the BMP design. The final report shall also include the finalized BMP assessment outlined in Task 3 and its associated cost estimates and permit requirements, along with any other recommendations or applicable follow-up actions related to both the design and the BMP assessment. The final report shall be shared with the Town of Amherst, City of Nashua, and NHDES.

**Deliverables:** A finalized report including 50 percent design plans for the Craftsman Lane Stormwater BMP, a BMP assessment of Stump Pond Brook at 11 Craftsman Lane, and associated cost estimates, permitting requirements, and other associated recommendations.

**Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.**

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

<b>Task Number/Description</b>	<b>Source Water Protection Grant</b>
Task 1: Site Survey	\$5,000
Task 2: Craftsman Lane Stormwater BMP 50 Percent Design	\$6,500
Task 3: Stump Pond Brook BMP Assessment	\$5,500
Task 4: Final Report	\$3,000
<b>TOTAL</b>	<b>\$20,000.00</b>

Grantee Initials *AW*  
Date *3/12/19*

**EXHIBIT C**  
**SPECIAL PROVISIONS**

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Grantee Initials DDW  
Date 3/13/19

PENNICHUCK WATER WORKS, INC.

CORPORATE SECRETARY'S CERTIFICATE

I, Suzanne L. Ansara, do hereby certify that I am the duly elected Corporate Secretary of Pennichuck Water Works, Inc. (the "Company"), a New Hampshire corporation, and that I am authorized to execute and deliver this Certificate on behalf of the Company. In that capacity, I do hereby further certify that:

1. The following resolutions were adopted by the Board of Directors of the Company on February 22, 2019; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

Resolved: that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$20,000 through the 2019 Local Source Water Protection Grant Program for the *Stump Pond Stormwater BMP Evaluation project* (the "Project");

Further

Resolved: that the Board of Directors authorizes the Company to enter into a Grant Agreement for the Project, in substantially the form presented at this meeting, with the New Hampshire Department of Environmental Services; and

Further

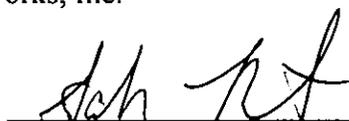
Resolved: that the Company's Chief Executive Officer or Chief Operating Officer, acting singly, are each hereby authorized to execute and deliver the Grant Agreement, and to execute any and all other documents necessary, and to take such further actions, as either of them, in their sole discretion, may deem necessary, proper or advisable, to carry out the intent of these resolutions.

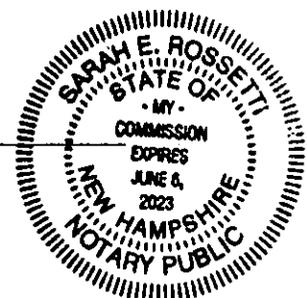
In Witness Whereof, I have hereunto set my hand this 25th day of February, 2019.

  
Suzanne L. Ansara  
Corporate Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Signed and sworn to before me on this 25th day of February 2019, by Suzanne L. Ansara, Corporate Secretary of Pennichuck Water Works, Inc.

  
Notary Public



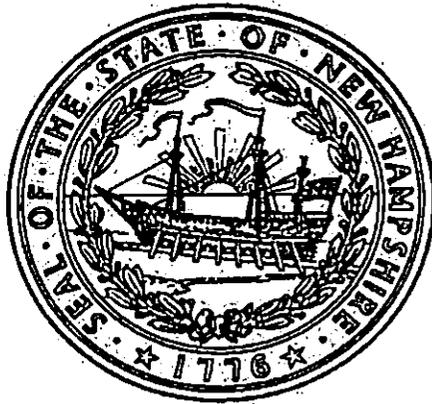
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PENNICHUCK WATER WORKS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 17, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 59614

Certificate Number: 0004401407



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of February A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) \*\*\*Workers Compensation\*\*\* J.A. MA, NH

Supplemental Named Insureds: Pennichuck East Utility, Inc., Pennichuck Water Service Corporation, Pennichuck Water Works, Inc., Pittsfield Aqueduct Co., Inc., The Southwood Corporation RE: 2019 Local Source Water Protection Program Grant: SWP-303. Stump Pond Stormwater BMP Evaluation Project. The State of New Hampshire, Department of Environmental Services is an additional insured on a (See Attached Descriptions)

CERTIFICATE HOLDER: State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: See Mark

primary and non-contributory basis under the General Liability policy when required by a written contract, agreement or permit with the Named Insured.

**DESCRIPTIONS (Continued from Page 1)**

**Attachment A**  
**2019 Local Source Water Protection Grant Rankings**

**Grant Reviewer List**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Justification (Experience)</b>
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (13 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (13 years)
Andrew Madison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (8 years)

**Applications and Status**  
*Source Protection Planning Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Grant Amount</b>	<b>Notes</b>
Lakes Region Planning Commission	Plymouth and New Hampton	\$14,000	
Lake Winnepesaukee Association	Meredith	\$16,000	
Strafford Regional Planning Commission	18 Towns included within the Strafford Planning Commission region	\$20,000	
Rockingham Planning Commission	27 Towns included within the Rockingham Planning Commission region	\$20,000	
Stony Brook Cooperative	Rochester	\$20,000	
Merrimack Village District	Merrimack	\$20,000	
Granite State Rural Water Association	Claremont, Cornish, Croydon	\$19,981	
Pennichuck Water Works	Nashua and Amherst	\$20,000	
Manchester Water Works	Auburn and Candia	\$20,000	
Pennichuck Water Works	Nashua	\$20,000	<i>Unable to fund</i>
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	<i>Unable to fund</i>
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	<i>Unable to fund</i>
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	<i>Unable to fund</i>

*Source Security Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Grant Amount</b>	<b>Notes</b>
City of Keene	Keene	\$14,500	
Garland Woods Homeowners Assn.	Pelham	\$20,000	
Town of Newport	Newport	\$3,350	
Berlin Water Works	Berlin	\$20,000	<i>Unable to fund</i>
Town of Errol	Errol	\$18,935	<i>Unable to fund</i>
Town of Newport	Newport	\$8,950	<i>Ineligible</i>
Town of Newport	Newport	\$10,875	<i>Ineligible</i>